

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>AUTO-OWNERS INSURANCE</b>	)	
<b>COMPANY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CIVIL ACTION NO.</b>
	)	<b>1:05cv1024-T</b>
<b>SUNSHINE CAMPING CENTER, INC.,</b>	)	
<b>UNION PLANTERS BANK, N.A. and/or</b>	)	
<b>UNION PLANTERS BANK, N.A., n/k/a</b>	)	
<b>REGIONS BANK, N.A.,</b>	)	
	)	
<b>Defendants.</b>	)	

**ANSWER OF REGIONS BANK, N.A.  
TO FIRST AMENDED COMPLAINT**

Regions Bank, N.A., successor in interest to Union Planters Bank, N.A. (“Regions”) answers the “First Amended Complaint for Declaratory Relief and Judgment” as follows:

**ALLEGATIONS OF THE FIRST AMENDED COMPLAINT**

To the specific allegations of the First Amended Complaint, Regions states:

**JURISDICTIONAL ALLEGATIONS**

1. Regions is without sufficient information to admit or deny the allegations of this paragraph.
2. Based upon information and belief, admitted.
3. Admitted.
4. Admitted.

5. Admitted.

## COUNT I

6. Regions adopts and realleges as fully set forth herein at length its answers to paragraphs 1 though 4 of the First Amended Complaint.

7. Regions is unable to admit or deny the allegations of this paragraph and each sub-part thereof.

8. Admitted.

9. Regions is unable to admit or deny the allegations of this paragraph and each sub-part thereof. To the extent, however, that the Plaintiff claims that the policy of insurance described does not provide or allow for coverage or benefits for the allegations of the lawsuit and verdicts described in paragraph 8 of the First Amended Complaint, such allegations are denied and strict proof thereof is demanded.

10. Regions is unable to admit or deny the allegations of this paragraph.

11. It is admitted that Regions contends that the "Auto-Owners policies of insurance cover some or all of the allegations, damages, actions or judgment in CV-04-251-M." Regions is unable to admit or deny any other allegations of this paragraph.

12. Based upon information and belief, admitted.

13. Denied and strict proof thereof is demanded.

## COUNT II

14. Regions adopts and realleges as if fully set forth herein at length its answers to paragraphs, 1, 2, 3 and 5 of the First Amended Complaint.

15. Regions is unable to admit or deny the allegations of this paragraph.

16. Admitted.

17. Regions is unable to admit or deny the allegations of this paragraph and each sub-part thereof. To the extent, however, that the Plaintiff claims that the policies of insurance described does not provide or allow for coverage or benefits for the allegations of the lawsuit described in paragraph 17 of the First Amended Complaint, such allegations are denied and strict proof thereof is demanded.

18. Regions is unable to admit or deny the allegations of this paragraph.

19. It is admitted that Regions contends that the "Auto-Owners policies of insurance covered some or all of the allegations, damages or actions contained in the cross-claim and third-party claim in CV-04-296-M." Regions is unable to admit or deny any other allegations of this paragraph.

20. Based upon information and belief, admitted.

21. Denied and strict proof thereof is demanded.

**FIRST AFIRMATIVE DEFENSE**

As to the unnumbered paragraphs of the First Amended Complaint begun with the term "Wherefore" and all sub-parts thereof, Regions denies that the Plaintiff is entitled to any or all of the relief requested.

**SECOND AFIRMATIVE DEFENSE**

Any allegation of the Plaintiff's First Amended Complaint not specifically admitted is denied and strict proof thereof is demanded.

**THIRD AFIRMATIVE DEFENSE**

The Plaintiff's First Amended Complaint, and each count thereof, fails to state a claim upon which relief can be granted.

**FOURTH AFIRMATIVE DEFENSE**

The Plaintiff's claims are barred by one or more of the doctrines of waiver, estoppel, laches or unclean hands.

**FIFTH AFIRMATIVE DEFENSE**

The Plaintiff has failed to bring its claims within the time period prescribed by relevant law.

**SIXTH AFIRMATIVE DEFENSE**

Regions pleads as it fully set forth herein at length the terms and conditions any and all relevant insurance policies of insurance issued by Auto-Owners to Defendant Sunshine Camping Center, Inc.

**SEVENTH AFIRMATIVE DEFENSE**

Regions reserves the right to supplement or amend this Answer as additional answers and defenses become known to it.

Dated this the 17<sup>th</sup> day of May, 2006.

/s John G. Smith

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**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and service will be perfected upon the following this the 17<sup>th</sup> day of May, 2006:

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In addition, I hereby certify that I have mailed by United States Postal Service a copy of the foregoing document to the following non-CM/ECF participants this the 17<sup>th</sup> day of May, 2006.

Respectfully submitted,

/s John G. Smith  
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